

Executed in 7
Counterparts of
which this is
Counterpart No. 1

SOUTHERN RAILWAY
EQUIPMENT TRUST NO. 6 OF 1970

SUPPLEMENT

Dated as of December 1, 1971

to

EQUIPMENT TRUST AGREEMENT
Dated as of September 15, 1970

between

FIRST NATIONAL CITY BANK

Trustee

and

SOUTHERN RAILWAY COMPANY

581412
REGISTRATION NO. _____

DEC 7 1971 - 10 15 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of December 1, 1971, by and between

FIRST NATIONAL CITY BANK, a national banking association duly incorporated existing under the laws of the United States of America (the "Trustee"), party of the first part; and

SOUTHERN RAILWAY COMPANY, a Virginia corporation (the "Company"), party of the second part;

W I T N E S S E T H: That

WHEREAS, by agreement (the "Agreement"), dated as of the 15th day of September, 1970, between the Trustee and the Company there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 6 OF 1970; and

WHEREAS, by the Agreement the Trustee did let and lease unto the Company certain railroad equipment therein particularly described for a term of fifteen (15) years from and after the 15th day of September, 1970, upon the terms and conditions therein specified; and

WHEREAS, in Section 4.9 of the Agreement, it is provided that in the event any unit or units of the Trust Equipment become unsuitable in any respect for the use of the Company and the Company shall have paid to the Trustee the selling price or Fair Value, as defined in the Agreement, of such unit or units, then upon the filing with the Trustee of the appropriate documents, any monies paid to the Trustee pursuant to said Section 4.9 or Section 4.7 of the Agreement may be applied to the purchase of additional Equipment; and

WHEREAS, the Company, in compliance with the aforesaid requirements of Section 4.9 of the Agreement, now proposes to cause to be sold, assigned, transferred and set over unto the Trustee, as trustee under the Agreement, one (1) new 70-ton 89' flat car bearing road number 50522 (the "Additional Equipment");

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) paid by the Trustee to the Company at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, and in consideration of the rents and covenants in the Agreement provided for and contained, the Company does hereby assign to the Trustee all its right, title and interest under the contract for the construction of the Additional Equipment, and the Trustee does hereby let and lease to the Company for the remainder of the term of the Agreement, to wit, until the 15th day of September, 1985, the Additional Equipment, the said assignment by the Company and lease by the Trustee being upon and

subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original railroad equipment described in the Agreement.

AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

FIRST NATIONAL CITY BANK,
By

..... *E. H. Harnish*
Trust Officer.

ATTEST:

..... *J. S. Macey*
Assistant Trust Officer.

SOUTHERN RAILWAY COMPANY,
By

G. K. A. Stecker
Vice President.

ATTEST:

..... *W. D. Allen*
Assistant Secretary.

... YORK,)
) ss:
County of New York.)

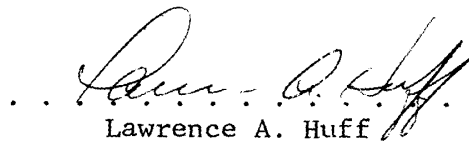
On this 23rd day of November, 1971, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a Trust Officer of FIRST NATIONAL CITY BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



ENZO L. CARBOCCI
Notary Public State of New York
No. 43,505,506
Qualified in Richmond County
Certificate filed in New York County
Certificate filed in Kings County
Certificate filed in Queens County
Certificate filed in Bronx County
Term Expires March 30, 1972

DISTRICT OF COLUMBIA.

On this 30 day of November, 1971, before me personally appeared K. A. Stoecker, to me personally known, who, being by me duly sworn says that he is a Vice President of SOUTHERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Lawrence A. Huff
Notary Public in and for
the District of Columbia.

My commission expires June 30, 1972.